

BANKRUPTCY.

**Important Decision Affecting the
Right of Appeal.**

**Time Within Which Appeals in Bankruptcy
May be Taken from the United States Dis-
trict to the United States Circuit Court.**

An important decision was yesterday rendered by Judge Blatchford in the United States District Court, bankruptcy branch, in the matter of Benjamin, a

editor, against Hart, a debtor. The particulars of the case with the ruling of the Court will be found below:—

JUDGE BLATCHFORD'S DECISION.

This is a suit in equity. The final decree, which was in favor of the plaintiff, was entered December 10, 1870. The defendant, within ten days after the entry of the decree, gave notice to the clerk of this

court and to the plaintiff, as required by section 1 of the Bankruptcy act, that he claimed an appeal to the Circuit Court from the decree of this court. But the defendant did not at the time of claiming such appeal give or file any bond as re-

NO APPEAL SHALL BE ALLOWED. The appellant, at the time of claiming the bond, should have known that the law required a law in cases of such appeal. I am unable to see how the appellant could have been given notice of the law after the entry of the decree appealed from. The appellant neither gave nor filed any bond within the time required by law. The appellant, by failing to give a bond, is presenting to me to be approved, with the view of his being given and filed as an appeal and the law requires that the appeal be approved. The bond was given within the ten days.

NO APPEAL CAN NOW BE ALLOWED. The appellant has the right to appeal, but the appeal cannot be enlarged by this Court. Still, if the bond is in proper form and was properly executed and filed, I would have no objection to the appeal. There is no reason why I should not approve it as a

The writ was returned by the defendant and two attorneys. It is dated January 11, 1981. It was sealed and delivered unto said plaintiff and his attorney by the clerk of the court on the same day. The writ is returnable at the office of the clerk of the court on the next day. It is entitled for the Circuit Court of the United States for the District of Columbia, with the name of the Plaintiff and the name of the defendant as stated above. The amount of the writ is \$1,121.10. The commission of the writ is as follows:--Whereas the above named Plaintiff, HART, has procured an appeal to the Circuit Court of New York to reverse the final decision rendered in the above entitled suit on the Judge of the District Court for said district; now therefore, the

the decree applied from it is the foregoing reason-
 it is a decree rendered
 "THAT AS TO THE ENTITLED SUI,"
 the names of the parties to the decree are not
 given other than by a reference to the title at
 the head of the bond, nor is there any statement
 as to the court in which the decree was rendered,
 rendered, except what may be gathered from the
 statement that Julius Hart has prosecuted
 the appeal from the Circuit Court, and that the
 statement as to the court in which the decree was
 rendered except the statement that it was rendered
 from the Circuit Court, and that the statement
 as to the court from which the appeal is stated to
 be to the Circuit Court for this district. The title
 of the bond is thus made by the bond itself a necessary
 part of the decree, and the decree is stated to be
 a decree appealed from is stated to be a decree
 rendered by the Circuit Court. The bond should have
 been stated to be a bond issued by the Circuit Court
 of bond used in this case is the one proper to be used
 in an appeal from the Circuit to the Supreme Court,
 and the plaintiff is entitled to a bond clearly and
 accurately stating by what court the decree ap-
 pealed from was rendered. This is not such a bond
 as is required by the point of the question as to which
 under the written word
 "CIRCUIT"
 has been inserted in place of the written word "district"
 in the title of the bond (the written word "district"
 having been previously put in place of the printed
 word "Circuit") and the bond is not a bond
 now executed by one of the parties and before it

was executed by the other surety, and was incorporated without the knowledge or consent of the plaintiff. The court, in answer to this question, expresses no opinion. It follows that

I CANNOT APPROVE THIS ROND

As the proper time for the assignment has given within the ten days, I cannot say the issuing of execution on the decree.

C. H. Woodbury for the plaintiff; C. F. Whittlesey for the defendant.

Another Bankruptcy Decision—Assignment Under the State Law.

We recently published a decision by Judge Blatchford, in the matter of John Sedgwick, assignee, vs. C. H. Woodbury, plaintiff, and C. F. Whittlesey, the surety. The facts of the case, and the decision referred to, are given briefly to the facts of the case. The plaintiff, C. H. Woodbury, assigned to the defendant, C. F. Whittlesey, of the bankrupt firm in the hands of assignee, appointed by the State court, besides large amounts of cash, the furniture and fixtures of the firm. The result in the setting aside of the assignment made under the state law, and in recovering a settlement of the debt of the bankrupt firm, was in favor of the plaintiff also obtained a decree in his favor as respects all the property sought to be recovered, except the house on the corner of Third and State streets, and the furniture and fixtures therein contained, which were retained by the wife of James K. Place, another of the sureties of the bankrupt firm, and of Phillips & Co., by transfer from Mrs. Place. The court decided in favor of the plaintiff as to all the defendants except Phillips & Co., by the decree, and the property retained by the Fifth avenue property, and the furniture and the proceeds thereof, and recover the same out of the estate of Phillips & Co.

It is stated that Judge Blatchford will soon issue a strengthened and elaborate decision in this case, and

ADMIRALTY.

Important to Shipmasters and Tow-Boat Owners—Question as to the Hire of Steam Tugs and the Liabilities of Those Hiring Them.

In the United States District Court, in *Admiralty*, yesterday, before Judge Pierson, an important question in admiralty came up, involving the liabilities of shipowners for the hire of tugboats, and was disposed of. The case is important to shipmasters and pilots alike. The question arose in the matter of William A. Smith and others, owners of a tugboat, against the ship *Minnehaha*, owned by Mr. McCormick, of Londonderry, Ireland. The following report presents all the facts in the case:—

THE CASE.

William A. Smith et al. vs. The Ship *Minnehaha*.—A bill in admiralty was filed by the owners of a steamer in the port of New York, and the ship *Minnehaha*, a

[illegible]

When by Mr. Donohoe had been swept away by recent decisions of the Court.

The Judge told me not show who this man was had hailed you.

Counsel—If a seaman had pulled the tug and the vessel—But the vessel accepted the service, and there was no remonstrance against it, the vessel was bound to pay for it.

The Judge—You say that this was done at the request of the ship.

Counsel—We were liable from the ship.

The Judge—But do not prove the bill.

Counsel—They had a right to refuse our services.

The Judge—It might have been the captain of a tugboat who gave the bill.

The Judge—Mr. Donohoe, it is so.

The Judge—The bill avers that it was done at the request of the ship. I do not think that is proved.

The bill was accordingly dismissed.

The Case of the Florian.

It has already been reported in these columns that after the trial of the case of the United States vs. the Steamer Florida, Judge Blatchford dismissed the vessel on the ground that there was no proof that the vessel had been fitted out to make war on Spain.

The judge has now ordered a decree to be entered discharging the Florida from the custody of Marshal Sharpe. The District Attorney offered no opposition. As the vessel is, by the entering of this decree, taken out of the custody of the United States authorities, it is probable that they will make no appeal against the conclusion arrived at by the learned judge, though the owners may take such steps as they may be advised to regarding the seizure and detention of the vessel.